

After Recording Return to:
John Manganilla
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

DEVELOPMENT AGREEMENT
(Northwest Corner of Eldorado Parkway and Teel Parkway)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF FRISCO, TEXAS, a municipal corporation ("Frisco"), and CMTEX LLC., a Texas limited liability corporation ("Owner").

WHEREAS, Owner owns 15.213 . acres, more or less, situated in a portion of the J.D. Hawkins Survey, Abstract No. 579, , Denton County, Texas and adjacent to Teel Parkway, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Frisco has plans to widen Teel Parkway, including without limitation, the construction of two northbound travel lanes between Eldorado Parkway and Freestone Drive (the "Project"); and

WHEREAS, Owner has, in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of a median opening and a northbound left turn bay on Teel Parkway hereinafter described (hereinafter defined as the "Property Access Improvements"); and

WHEREAS, Frisco has agreed to construct, as part of its widening of Teel Parkway, the Property Access Improvements at the locations hereinafter set forth provided: (a) Owner pays the cost to incorporate the Property Access Improvements into the already completed plans for Teel Parkway; and (b) Owner pays for the construction costs of the Property Access Improvements; and

WHEREAS, in consideration for the construction of the Property Access Improvements at the locations desired by Owner, Frisco requires Owner to place the costs related to the construction of the Property Access Improvements in escrow as hereinafter set forth; and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to participate in the construction of the Project as provided herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and Owner agree as follows:

1. Description of Project. The Project consists of the construction of certain improvements to Teel Parkway, including without limitation, the location and construction of

two northbound travel lanes between Eldorado Parkway and Freestone Drive, as more particularly depicted on Exhibit B, attached hereto and incorporated herein for all purposes.

2. Land Subject to Agreement. The land that is the subject of this Agreement is the Property. Owner represents it is the sole owner of the Property.

3. Design of Property Access Improvements. Frisco requires that all design changes for the Project be made by its design consultant. Owner agrees to pay the fee, if any, charged by the design consultant to incorporate the Property Access Improvements into the design for the Project.

4. Location of Property Access Improvements. In exchange for the payment of the design and construction costs, Frisco agrees to construct the Property Access Improvements: (a) at the locations shown on Exhibit B; and (b) in accordance with Frisco design and construction standards. The median opening and left-turn lane located immediately adjacent to a portion of the Property are depicted on Exhibit B (the "Property Access Improvements"), however, the exact location of the Property Access Improvements are subject to change, as solely determined by Frisco. If the ultimate location(s) of the Property Access Improvements is/are changed, in whole or in part as described herein, resulting in the complete removal of any portion of the Property Access Improvements from the Project, Frisco will return the associated Escrow Funds (hereinafter defined), exclusive of interest earned, if any, to the Owner within thirty (30) days of Frisco's final decision with regard to the complete removal of the portion of the Property Access Improvements from the Project.

5. Completion of Construction of Access Improvements. Owner agrees that Frisco shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or Property, resulting, in whole or in part, directly or indirectly, from Frisco's failure to complete the construction of the Property Access Improvements by any certain date and/or as set forth in this Agreement.

6. Construction of Project. Frisco will construct the Project including the Property Access Improvements. Frisco has estimated the costs to design and construct the Property Access Improvements, which amount is anticipated to be Thirty Thousand Three Hundred Eight and 70/100 Dollars (\$30,308.70), as more particularly described in Exhibit C, attached hereto and incorporated herein for all purposes (the "Property Access Improvements Estimated Construction Costs"). The phrase "construction costs" as used herein shall mean Owner's proportionate share of the actual construction costs, engineering and surveying costs, landscape design, geotechnical materials testing and inspection fees associated with the Property Access Improvements. The phrase "cost overruns" as used herein shall mean reasonable and necessary costs, which may be incurred by Frisco in the construction of the Property Access Improvements and which are over and above the Property Access Improvements Estimated Construction Costs.

7. Owner's Payment of the Property Access Improvements Estimated Construction Costs. Within fifteen (15) days of its execution of this Agreement, Owner will pay into an escrow account, at the location solely determined by Frisco, funds equal to the Property Access Improvements Estimated Construction Costs (the "Escrow Funds"). The Escrow Funds will be available to Frisco for the construction costs associated with the Property Access Improvements,

and Frisco shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the Property Access Improvements. Frisco shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after Frisco has issued a final letter of acceptance for the construction of Teel Parkway, including but not limited to, the Property Access Improvements, and paid all of the construction costs associated with the Property Access Improvements, as solely determined by Frisco, ("Remaining Escrow Funds"), Owner shall be entitled to, as its sole property, the Remaining Escrow Funds. Frisco may, in its sole discretion, utilize the interest earned on the Escrow Funds, if any, for any purpose. Further, Owner shall, within thirty (30) days of receiving written notice from Frisco, tender to Frisco any and all reasonable and necessary construction cost overruns associated with the construction of the Property Access Improvements. Notwithstanding anything to the contrary herein, Frisco and Owner agree that Frisco shall, under no circumstance, be responsible for any part or portion of the construction costs associated, directly or indirectly, with the Property Access Improvements.

8. Disclaimer/Waiver of Damages/Liability. (a) Owner acknowledges and agrees that Frisco is not providing any guarantee, representation and/or warranty, and Frisco hereby disclaims any guarantee, representation and/or warranty, of any work performed by the construction contractor or Frisco, their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of the Property Access Improvements, in whole or in part.

(b) OWNER HEREBY RELEASES FRISCO, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT/THEY MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE PROPERTY ACCESS IMPROVEMENTS AND/OR OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE PROPERTY ACCESS IMPROVEMENTS, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARISE DUE TO, OR DAMAGES ARE CAUSED BY, SOLELY AND DIRECTLY, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF FRISCO OR ITS AUTHORIZED COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES.

9. INDEMNIFICATION. OWNER HEREBY AGREES TO FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS, FRISCO, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENCE, GROSSLY NEGLIGENCE, AND/OR INTENTIONAL ACT AND/OR OMISSION OF OWNER, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES AND/OR ANY OTHER THIRD PARTIES FOR WHOM OWNER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF THE CONSTRUCTION OF THE PROPERTY ACCESS IMPROVEMENTS PURSUANT TO THIS AGREEMENT, (HEREINAFTER "CLAIMS"). IN ITS SOLE

DISCRETION, FRISCO SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY FRISCO, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY FRISCO IN WRITING. FRISCO RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, FRISCO IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY FRISCO IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND FRISCO OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN FRISCO-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF FRISCO'S WRITTEN NOTICE THAT FRISCO IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR THE REASONABLE AND NECESSARY LEGAL COSTS INCURRED BY FRISCO. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) OWNER ACKNOWLEDGES AND AGREES THAT:

- (I) THE FEES TO BE IMPOSED BY FRISCO REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
 - (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
 - (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
 - (C) NUISANCE; AND/OR
 - (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.
- (II) THE AMOUNT OF OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT OWNER'S DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE.
- (III) OWNER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO FRISCO, IF ANY, PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY OWNER FOR SUCH LAND, AND OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE. OWNER FURTHER ACKNOWLEDGES AND AGREES THAT ALL

PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY FRISCO RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF OWNER'S ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. OWNER AND FRISCO FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

- (IV) OWNER SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM ANY CLAIMS AND SUITS OF THIRD PARTIES ARISING FROM THE NEGLIGENT, KNOWING OR INTENTIONAL ACTS OF OWNER, INCLUDING BUT NOT LIMITED TO OWNER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES BROUGHT PURSUANT TO THIS PARAGRAPH.
- (B) OWNER RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- (C) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- (D) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Property Access Improvements only. Frisco Ordinances covering property taxes, utility rates and fees, park dedication, perimeter streets, pro rata fees, any and all impact fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Frisco under any other ordinance whether now existing or in the future arising.

12. Default. In the event Owner fails to comply with any of the provisions of this Agreement within ten (10) business days after written notice thereof from Frisco, Frisco shall have the following remedies in addition to Frisco's other rights and remedies, at law or in equity:

- (a) to refuse to issue any and all building permits for the Property; and/or

(b) to, without notice or any other action of Frisco, immediately revoke any and all building permits issued, and any construction and/or development of the Property shall immediately cease; and/or

(c) to file this instrument in the Land Records of Denton County as a lien and/or encumbrance against the Owner and/or the Property; and/or

(d) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or

(e) to refuse to finally accept the Property and/or any portion thereof; and/or

(f) to immediately, without further notice to Owner, cease any and all design and/or construction of the Property Access Improvements; and/or

(g) to seek specific enforcement of this Agreement.

In the event of Frisco's default under this Agreement, Owner will be entitled to seek specific performance and/or any other remedy available to them at law or in equity.

13. Continuity. This Agreement shall be a covenant running with the land and shall be binding upon Owner, its officers, directors, agents, representatives, employees, heirs, representatives, legatees, successors, assigns, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Denton County.

14. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Frisco, to:

City of Frisco
ATTN: George Purefoy, City Manager
6101 Frisco Square Boulevard
Frisco, Texas 75034
(telephone) 972-292-5100
(facsimile) 972-292-5122

If to Owner, to:

CMTEX LLC.
ATTN: Riad Maso
4605 Frankford Road
Dallas, Texas 75287
(telephone) 469-556-2627
(facsimile) 972-732-1753

(b) Assignment. This Agreement is not assignable without the prior written consent of Frisco, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that Frisco has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all ordinances of Frisco, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code and nothing in this Agreement provides Frisco with fair notice of any project of the Owner. **OWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(o) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(p) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and the Owner and/or its authorized representatives.

(q) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to Frisco under this Agreement shall be considered to have been relied upon by Frisco and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by Frisco or on Frisco's behalf.

(r) References to Owner. "Owner" as used herein shall mean Owner, its officers, directors, agents, representatives, employees, heirs, representatives, legatees, successors, assigns, grantees, contractors, subcontractors, invitees, licensees, trustees and/or any other third party for whom Owner is legally responsible.

(s) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 8 and 9 herein are conspicuous, and the parties have read and understood the same.

(t) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

Date: _____

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **CITY OF FRISCO, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2010.

Notary Public in and for the State of Texas
My Commission Expires: _____

CMTEX LLC., a Texas limited liability corporation

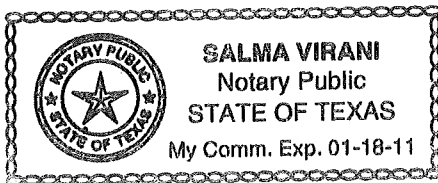
By: *R. Maso, Manager*
Riad Maso, Manager

Date: 3-16-2010

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared Riad Maso, Manager of CMTEX LLC., a Texas limited liability corporation, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said company and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of March, 2010.



Salma Virani
Notary Public in and for the State of Texas
My Commission Expires: 01-18-2011

EXHIBIT A
(DESCRIPTION OF THE PROPERTY)

[solo page attached]

FIELD NOTE DESCRIPTION DEVELOPERS TRACT

STATE OF TEXAS COUNTY OF DENTON

BEING a tract of land located in the J.D. Hawkins Survey, Abstract No. 579, Denton County, Texas, as described in a deed to CMTEX, L.L.C., recorded in Instrument No. 2007-35102, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the North line of Eldorado Parkway (FM 2934), a 120 foot wide public right-of-way, at the most Southerly, Southeast corner of Block A of Northridge Phase One, an addition to the City of Frisco, according to the plat thereof recorded in Cabinet S, Page 209, Plat Records, Denton County, Texas;

THENCE North $00^{\circ}14'21''$ East, along the most Southerly, East line of said Block A, a distance of 622.02 feet to a $5/8$ " iron rod with a plastic cap stamped "KHA" found for corner at the beginning of a curve to the right having a radius of 40.00 feet, a central angle of $89^{\circ}42'31''$ and a chord bearing and distance of North $45^{\circ}05'37''$ East, 56.42 feet;

THENCE Northeasterly along said curve to the right, an arc distance of 62.63 feet to a $5/8$ " iron rod with a plastic cap stamped "KHA" found for corner in the South line of Block A of Northridge Phase Two, an addition to the City of Frisco, according to the plat thereof recorded in Cabinet U, Page 384, Plat Records, Denton County, Texas;

THENCE North $89^{\circ}56'52''$ East, a distance of 968.18 feet to an "X" set for corner in concrete paving in the West line of Teel Parkway, a 120 foot wide public right-of-way, at the Southeast corner of said Block A of Northridge Phase Two;

THENCE South $00^{\circ}14'21''$ West, along said West line, a distance of 300.91 feet to a $5/8$ " iron rod with a plastic cap stamped "KHA" found for corner;

THENCE South $04^{\circ}03'42''$ West, along said West line, a distance of 150.00 feet to a $5/8$ " iron rod with a plastic cap stamped "KHA" found for corner;

THENCE South $00^{\circ}14'21''$ West, a distance of 175.0 feet to a $1/2$ " iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the transitional right-of-way of said Teel Parkway and Eldorado Parkway;

THENCE South $45^{\circ}03'26''$ West, along said transitional right-of-way, a distance of 35.47 feet to a point for corner;

THENCE South $00^{\circ}14'21''$ West, along said transitional right-of-way, a distance of 10.00 feet to a point for corner in the said North line of Eldorado Parkway;

THENCE South $89^{\circ}53'06''$ West, along said North line, a distance of 973.39 feet to the PLACE OF BEGINNING and containing 662,664 square feet or 15.213 acres of land.

EXHIBIT B
(DESCRIPTION OF PROJECT/
DEPICTION OF PROPERTY ACCESS IMPROVEMENTS)

[solo page attached]

EXHIBIT C
(DESCRIPTION OF PROPERTY ACCESS IMPROVEMENTS
ESTIMATED CONSTRUCTION COSTS)

[solo page attached]

EXHIBIT C

Property Access Improvements Estimated Construction Costs

ENGINEERING										
Pay Item	Quantity			Units	Description	UNIT COST		TOTAL COST		Change in Cost
	Previous	Change	Revised			Previous	Revised	Previous	Revised	
Eng	0.0	1.0	1.0	LS	DESIGN OF TURN LANE AND PLAN ADJUSTMENTS BY HALFF ASSOCIATES	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
Subtotal									\$3,000.00	
REMOVAL ITEMS										
Pay Item	Quantity			Units	Description	UNIT COST		TOTAL COST		Change in Cost
	Previous	Change	Revised			Previous	Revised	Previous	Revised	
R3	189.0	130.0	319.0	LF	REMOVING CONCRETE (CURB)	\$7.00	\$7.00	\$1,323.00	\$2,233.00	\$910.00
Subtotal									\$910.00	
PAVING ITEMS										
Pay Item	Quantity			Units	Description	UNIT COST		TOTAL COST		Change in Cost
	Previous	Change	Revised			Previous	Revised	Previous	Revised	
P1	3,640	555.0	4,195.0	SY	LIME TRT (NEW BASE) (12")	\$3.00	\$3.00	\$10,920.00	\$12,585.00	\$1,665.00
P2	189	29.0	218.0	TON	LIME (HYD, COM, OR QK (SLURRY))	\$130.00	\$130.00	\$24,570.00	\$28,340.00	\$3,770.00
P3	3,040	567.0	3,607.0	SY	CONC PVMT (CONT REINF) (8")	\$35.00	\$35.00	\$106,400.00	\$126,245.00	\$19,845.00
P4	1,835	27.0	1,862.0	LF	CONC CURB (MONO) (TY II)	\$1.00	\$1.00	\$1,835.00	\$1,862.00	\$27.00
P7	3,640	555.0	4,195.0	SY	MOISTURE TREATED SUBGRADE (48")	\$4.00	\$4.00	\$14,560.00	\$16,780.00	\$2,220.00
P8	1,365	27.0	1,392.0	LF	10 MIL POLYETHYLENE	\$1.00	\$1.00	\$1,365.00	\$1,392.00	\$27.00
Subtotal									\$27,554.00	
STRIPING ITEMS										
Pay Item	Quantity			Units	Description	UNIT COST		TOTAL COST		Change in Cost
	Previous	Change	Revised			Previous	Revised	Previous	Revised	
SS3	614	134.0	748.0	LF	PAV SURF PREP FOR MRK (12")	\$0.30	\$0.30	\$184.20	\$224.40	\$40.20
SS6	614	134.0	748.0	LF	PAVEMENT SEALER 12"	\$0.75	\$0.75	\$460.50	\$561.00	\$100.50
SS12	614	134.0	748.0	LF	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	\$2.50	\$2.50	\$1,535.00	\$1,870.00	\$335.00
Subtotal									\$475.70	
LANDSCAPE/IRRIGATION ITEMS										
Pay Item	Quantity			Units	Description	UNIT COST		TOTAL COST		Change in Cost
	Previous	Change	Revised			Previous	Revised	Previous	Revised	
LS1	19	-1.0	18.0	EA	SHUMARD OAK, 3" CAL. (COMPLETE IN PLACE)	\$305.00	\$305.00	\$5,795.00	\$5,490.00	(\$305.00)
LS2	50	-6.0	44.0	EA	ALLEE ELM, 3" CAL. (COMPLETE IN PLACE)	\$292.00	\$292.00	\$14,600.00	\$12,848.00	(\$1,752.00)
LS3	34	3.0	37.0	EA	CHASTE TREE, 30 GAL. (COMPLETE IN PLACE)	\$254.00	\$254.00	\$8,636.00	\$9,398.00	\$762.00
LS4	17,362	-840.0	16,522.0	SY	BERMUDA HYDROMULCH (COMPLETE IN PLACE)	\$0.40	\$0.40	\$6,944.80	\$6,608.80	(\$336.00)
Subtotal									(\$1,631.00)	
TOTAL COST OF CHANGES =									\$30,308.70	